

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director *SL*

DATE: February 1, 2016 (CC Meeting of 03/16/16)

SUBJECT: Consider Approval of Conceptual Design Plan for the Renovation of the Tierra Rejada Road Streetscape; Amendment No. 2 to Agreement with Architerra Design Group, Inc. for Preparation of Construction Drawings and Specifications; Amendment No. 1 to Agreement with Mariposa Landscapes, Inc.; Agreement with West Coast Arborists, Inc.; and Resolution Amending the Fiscal Year 2015/16 Budget.

BACKGROUND

Planned Community No. 3, also known as the Mountain Meadows Planned Community, was originally approved by the County of Ventura prior to the City's incorporation in 1983. The Mountain Meadows Community encompasses a major section of southern Moorpark and spans over 850 acres. The northern border is delineated by the Arroyo Simi, the southern border by Las Posas Hills, the western border by Home Acres, the eastern border by Peach Hill and the entire community is transected by the major arterial road, Tierra Rejada Road. The planners and designers that developed the Tierra Rejada Road streetscape implemented a landscape concept that consisted of mountain forests, large evergreen and deciduous shade trees and rolling green meadows. Coast Redwoods (*Sequoia sempervirens*), European White Birch (*Betula pendula*), California Sycamore (*Platanus racemosa*) and a blanket of creeping red fescue (*Festuca rubra*) were utilized to enhance this vision and turn the Tierra Rejada Road corridor into one of the most enjoyed streetscapes in the City. Over time, the Tierra Rejada Road streetscape concept was expanded and today includes the majority of the arterial road between Spring Road and the Arroyo Simi.

Over the years, many of the Coast Redwoods that were planted along Tierra Rejada Road have slowly been in decline. The trees have been infected with canker disease, which is the result of the pathogen *Botryodiplodia spp.*, a fungus that infects trees that are exposed to environmental stress or weakened by site conditions. Coast Redwoods are native to the coastal ranges and fog belt regions of northern California and southern Oregon. The coastal climate generally includes mild day time temperatures, rarely

exceeding 75°F, long cool winters, a consistent marine influence and moderate to high annual rainfall. Many native plant species utilized for landscape purposes outside their natural range exhibit environmental stress conditions as climate, water availability and soil conditions typically do not provide the optimum growing conditions required by these trees and plants. Environmental stress eventually weakens their ability to resist disease and opens the door for pathogens and other plant disorders. In 2011 the City contracted with an arborist to prepare an arborist report and inspect the trees for common pathogens, and evaluate the physical site conditions along the Tierra Rejada Road corridor. The arborist report confirmed the presence of the fungal disease. Seasonal rain and wind is responsible for dispersing the fungal spores and infecting neighboring trees. Unfortunately, most trees infected with the canker eventually die and at this time, a cure for this disease has not been identified. There are approximately 663 Coast Redwoods within the Tierra Rejada Road streetscape. To date, staff has removed approximately 110 Coast Redwoods that have declined and has initiated a replacement program consisting of Deodar Cedar (*Cedrus deodara*), Afghan Pine (*Pinus Eldarica*), Western Redbud (*Cercis occidentalis*) and London Plane Trees (*Platanus x acerfolia* 'Bloodgood').

On February, 19, 2014, staff prepared an agenda report in response to the on-going drought conditions. The purpose of the report was to update the City Council regarding staff's current and future work concerning irrigation water use and water conservation efforts. Staff also discussed the need to develop a comprehensive plan to renovate all of the landscaping on Tierra Rejada Road, including the slopes, parkways, and median islands, with drought tolerant and California native plant material, or other low water use alternatives. In 2013, staff had an opportunity to coordinate a landscaping project consisting of native plant material on Tierra Rejada Road, within the property owned by Southern California Edison (SCE), east of Walnut Creek Road. The result is a meadow of native grasses and shrubs specifically chosen to compliment the meadow appearance of the streetscape on Tierra Rejada Road. The California native plant types established well, with minimal water and maintenance, and due to the success of the project, the City Council approved funding for another 12,000 s.f. project along the north side of Tierra Rejada Road, from the SCE property to Walnut Creek. The project included the same plant types installed within the SCE property, which primarily consists of *Carex pansa* (*Meadow Sedge*), a low growing bunch grass native to central California, and *Rhamnus Californica* (*Coffee Berry*), a mid-height shrub native to the California foothill regions. The project also included a retrofit of the existing irrigation system with low precipitation spray nozzles, the installation of bubblers at each of the remaining healthy Sequoia trees to supplement their water needs and the installation of drip irrigation within the parkway areas.

On February 4, 2015, the City Council approved funding to hire a landscape architect to design the streetscape. Staff solicited the services of Architerra Design Group (Architerra) to prepare a landscape master plan for the complete redesign of the Tierra Rejada Road corridor. Architerra is the landscape architecture company that completed the landscape architecture plans for the Walnut Acres Park project. They have

extensive experience with streetscape design and landscape restoration projects and have provided landscape architectural services for many cities and various water agencies throughout Southern California. In addition, as a special consultant to the design team, Architerra enlisted the assistance of Robert (Bob) Perry, of Perry and Associates Collaborative (Perry and Associates). Bob Perry is a recognized expert in the field of drought tolerant and California native planting design, as well as sustainable landscape development. Bob Perry contributed to the project by providing input for planting strategies during the site inventory, analysis and conceptual design phase.

The winter of 2015 was documented as the driest winter in California on record. On April 1, 2015, Governor Brown signed Executive Order B-29-15 ("Order") which called for the first ever statewide mandatory water reductions. The Order directs mandatory water reductions of 25% statewide using 2013 water use as a baseline for reduction. On May 6, 2015, the State Water Resources Control Board ("SWRCB") adopted Emergency Regulations designed to carry out the requirements of the Order. The Emergency Regulations set up tiers of water reduction under which the various urban water suppliers must meet conservation standards in order to achieve the statewide mandatory reduction target. Ventura County Waterworks District #1 (VCWWD), the City of Moorpark's water supplier, is in conservation Tier 8, which calls for a 32% reduction in potable water use. If VCWWD customers do not achieve the mandatory reduction target set by the SWRCB, VCWWD will face large fines and penalties that would then be passed down to the ratepayers, including the City, in the form of higher water rates.

In response to the mandatory reductions initiated by the SWRCB, the City Council adopted the Drought Action Plan ("Plan"). The Plan outlines the various actions the City should take to meet the State Water Resources Control Board (SWRCB) mandated water conservation reduction target of 32%. The plan not only outlines how the City should conserve water within City operations but also to promote water conservation City-wide. Both components of the plan are critical to meet the water conservation standard mandated by SWRCB. Action Item 2.B., Phase 2, calls for the re-design of the landscape areas within City facilities and landscape maintenance districts to drought tolerant or low water use plant palettes.

In addition, it should be noted that the adopted City of Moorpark Mission Statement, Priorities, Goals, and Objectives for FY 2015/2016 and 2016/2017 contains several departmental objectives that coincide with water conservation. The following objectives are specific to the City Council's desire to meet the mandated reductions initiated by the SWRCB, as well as develop a plan to renovate the Tierra Rejada Road streetscape:

IV.A.30 Develop a Water Conservation Policy and Implementation Plan to meet mandatory water use restrictions for parks, facilities, and City administered maintenance districts to include turf reduction, changes to the Landscape Design Standards and Guidelines to assist private efforts, and funding recommendations for City activities by September 30, 2015

V. A. 30. Develop design plan to refurbish median landscaping and hardscape on Tierra Rejada Road from Spring Road to Los Angeles Avenue, Campus Park Drive from Princeton Avenue to Collins Drive, and Princeton Avenue from Condor Drive to Campus Park Drive including cost estimates, financing, phasing and water conservation measures by December 31, 2015

In order to reduce water use, and lessen the long-term impacts on the General Fund, it will be necessary to implement significant changes to the overall streetscape design on Tierra Rejada Road. Water rates continue to rise and it is uncertain to what degree further water restrictions will be imposed on the City in the future. Severe reductions in water use may ultimately limit our ability to maintain our urban forest and ornamental landscape areas, particularly those landscape areas that require high to moderate supplemental irrigation water. In addition, a long-term replacement plan for several of the existing tree species will be necessary to maintain the tree canopy and aesthetic value of the Tierra Rejada Road corridor.

DISCUSSION

The Tierra Rejada Road streetscape extends from Los Angeles Avenue (SR 118) to the SR 23 freeway, and consists of approximately 2.8 miles of roadway. The median islands on Tierra Rejada Road between the SR 23 freeway and Spring Road were installed in 2006 and are not being considered with this project. The remaining 2.5 miles of streetscape, between Spring Road and the Arroyo Simi, consists of high water use plant material, primarily Creeping Red Fescue (red fescue) (*Festuca rubra*) and various California native and non-native tree species, such as California Sycamore (*Platanus racemosa*), Coast Redwood (*Sequoia sempervirens*), European White Birch (birch) (*Betula pendula*), Eucalyptus (*Eucalyptus spp.*), Sweet Gum (*Liquidambar styraciflua*) and White Alder (*Alnus rhombifolia*). The median islands from Spring Road to Courtney Lane generally consist of Gazania (*Gazania spp.*), a short lived non-native perennial groundcover, and several trees species, such as California Sycamore (*Platanus racemosa*), Canary Island Pine (*Pinus canariensis*) and Brisbane Box (*Lophostemon confertus*). Several of the tree species within the Tierra Rejada Road streetscape are declining for various reasons, and in addition to the high water use nature of the streetscape design, many areas are in need of renovation.

The following observations and recommendations were provided by Perry and Associates and are the basis for the proposed design and overall planting concept:

Topography and Aspect

1. *The majority of the landscape plantings throughout this roadway corridor occur on sloping or mounding topography. These circumstances lead to varying moisture infiltration conditions and surface runoff by both rainwater and irrigation*

systems. Additionally, the same species of plants occur on both north facing and south facing slope aspects that leads to different sun or shade conditions.

- a. The health, vigor and scale of existing trees, shrubs and ground covers is frequently better in swales and on flatter topography where infiltration of irrigation and rainfall can achieve deeper and greater soil moisture accumulation. Steeper slopes often experience greater runoff and less moisture infiltration. Sunnier exposures can lead 15-20% more moisture use by plants due to warmer conditions. These circumstances have become more acute as the landscape has aged.*
- b. Narrow street-side planters and tree wells pose very difficult conditions for successful tree growth due to limited root space and for efficient and thorough irrigation. As a result, tree growth has been inconsistent in size and health. This observation also applies to trees growing in the center median where the soil is mounded in the center and quickly sheds water from rains or irrigation cycles. In such cases, trees do not receive adequate water to grow to their natural potential size, and experience moisture stress for longer periods of time throughout the year. In other situations, some trees have become well established, but have outgrown the limited planter space. In one stretch of this roadway, a series of 2' x 2' street tree wells have been made, but are not planted. These wells should be removed (filled in) and not planted due to the space limitations.*
- c. A careful study of the existing grades is recommended throughout this roadway corridor. The purpose is to identify locations where there is opportunity to regrade for the purpose of capturing and retaining moisture for infiltration into the soil. Our visit revealed a number of locations where grades can be adjusted to greatly improve the capture and infiltration of irrigation or rainfall water. This study should also identify unhealthy and oversized trees for removal and replanting. Grading that can capture, hold and infiltrate rainfall and irrigation water is the most important basis for plant growth and efficient moisture management.*
- d. As a new planting program emerges, attention should be given to the exposure and aspect conditions of the roadway location. Plants should be matched based upon their adaptations to warmer and sunnier exposures, or to cooler and shadier exposures.*
- e. A series of soil tests including core samples should be taken to get data on the soil physical and chemical properties, as well as check for subgrade moisture conditions. This testing should also provide the framework for the installation of a system of soil moisture sensors to enable ongoing management of soil moisture conditions.*

Existing Planting Patterns and Species Types

- 2. The existing landscape planting shows signs of overcrowding, moisture stress, age, and incompatibility with site conditions. This combination of conditions has led to the emergence of the canker fungus among the Coast Redwood Trees,*

and to the inconsistent performance of the London Plane Tree and European White Birch.

- a. The extremely dense planting of trees throughout this corridor, particularly Coast Redwood, had evolved into an ongoing state of overcrowding and competition for resources. In terms of water use alone, the size and density of the redwoods require greater volumes of water throughout the year to sustain their foliage due to increased leaf surface area and transpiration needs. This quickly leads to both short and long periods of moisture stress when winter rains or supplemental irrigation is less than needed. Overcrowding and insufficient moisture occurs throughout the slope and median plantings along the corridor due to the density of plants. Areas of intense heat and sun exposure on south facing slopes exacerbate these conditions further.*
- b. Many species of plants are not well adapted to the landscape conditions throughout this corridor, including the Coast Redwood, European White Birch and Creeping Red Fescue. All of these species grow best with generous amounts of water on a regular basis and in climate zones where summer temperatures do not exceed 100°F, and where winters are longer, cooler and moister than occurs in Moorpark. When young, these plants appear to adapt to the climate conditions, but signs of stress, disease and dieback occur with increasing age.*
- c. A new planting palette is recommended for replacement of the diseased, declining and poorly performing trees throughout this corridor. This palette should include a diverse range of species adapted to the soils, climate and irrigation budget of Moorpark, additionally, these plants should be placed to fit topographic conditions that impact soil moisture and sun exposure...*

The conceptual plans developed by Architerra incorporate a combination of California native and drought tolerant plant species specifically chosen to complement the original design intent of the Mountain Meadows Planned Community. However, it should be noted that the proposed design does not consist of a blanket of green groundcover, but instead consists of many different plant types and trees specifically chosen to increase overall plant diversity and reduce water consumption. The plans incorporate pockets of green groundcover and grasses to maintain the meadow concept, but also include plant species of varying heights, colors and textures that provide both interest and long term viability. The overall design concept is a natural landscape that complements the mountains and foothill regions of southern California. It should also be noted that a major component to the problems associated with the current streetscape concept is the lack of plant diversity. Diversity increases natural sustainability and minimizes future costs associated with replanting and recovery efforts when faced with disasters such as environmental factors, pest or pathogens. It is difficult to predict if or when the next pest or pathogen may be a factor in Moorpark, however, by providing a wide range of plant species into the overall design, the long term impacts will generally be lessened.

The plans also include the use of natural building material such as boulders and river cobble. Where possible, bioswales have been incorporated into the landscape design in an effort to capture stormwater runoff and provide areas for water to infiltrate back into the aquifer. In addition, the plans will include water saving irrigation techniques, such as the use of point irrigation and drip irrigation systems.

Option A (Attachment 2):

The design concept depicted in Option A reduces the overall landscape area in the median islands by approximately 65% and reduces the landscape area on the large slopes by approximately 40% to 50%. Emphasis is placed on the areas that are most visible by passing vehicles, such as the lower slope areas, street intersections and parkways. These areas will include enhanced landscaping typical of what would be required of a new development project and include a high density of plant groupings in order to achieve a diverse streetscape concept with color, texture and variety. Masses of large spreading shrubs will be designed along the upper slope areas to provide a buffer from neighboring homes and will exceed the minimum requirements for erosion control measures. Water retention swales will be designed into the lower slope areas to capture stormwater runoff. These areas will include perennial plants and grasses, boulders, and river cobble to reduce the overall landscape area, add interest and reduce water consumption. The median islands will include grouping of boulders and perennial plantings, along with water retention swales with enhanced landscaping where appropriate. The plans will include the installation of a drip irrigation system for all new plant material and existing trees. Staff estimates a reduction in overall water use by a minimum of 40% based on the type of plant material and changes to the irrigation system, resulting in direct savings to the general fund of approximately \$32,548 annually. The plans also include enlarging the tree wells along Tierra Rejada Road and the installation of small street trees.

Option B (Attachment 3):

The design concept depicted in Option B is a scaled down version of Option A and includes a larger reduction of the overall landscaped area. The plans include a reduction of landscape area in the median islands by approximately 90%, a 60% to 75% reduction of landscape area on the slopes on the south side of Tierra Rejada Road and a reduction of approximately 40% to 50% of the landscape area in the planters on the north side of Tierra Rejada Road. As in Option A, the landscaped areas along the lower slope areas, street intersections and parkways will include enhanced landscaping typical of what would be required of new development projects. The landscaping will be installed primarily along the street frontage, with larger spreading shrubs installed within the background areas to provide a buffer from homes, property line walls and to meet the minimum standards for erosion control. Staff estimates a reduction in overall water use by a minimum of 50% based on the type of plant material and changes to the irrigation system, resulting in direct savings to the general fund of approximately \$40,685 annually. However, Option B does not include the installation of the water retention swales. The swales are not a requirement of the National Pollutant Discharge Elimination System (NPDES) permit and were included in Option A as an opportunity to

capture a portion of the available storm water runoff. However, since the retention areas are not a requirement of the NPDES permit, the swales have been removed from the plans to reduce project costs. However, the overall design intent will not be lost due to the elimination of the swales, as certain landscape areas will include the addition of boulders specifically designed to complement the overall streetscape concept. Staff estimates that the elimination of the swales will reduce costs by approximately \$325,000. As in Option A, the plans also include the enlargement of the tree planters adjacent to Tierra Rejada Road and the installation of small street trees.

Option C:

Option C is not depicted graphically in this report. It includes an overall reduction of approximately 95% of the landscape areas and the installation of plant material only to meet the minimum requirements for erosion control. The landscape material primarily consists of bark mulch, large spreading shrubs on the slopes, and the installation of a drip irrigation system for the new plant material and existing trees. Staff estimates a reduction in overall water use by a minimum of 75% based on the type of plant material and changes to the irrigation system, resulting in direct savings to the general fund of approximately \$61,000 annually.

The landscape concept for the median islands on Tierra Rejada Road between the Arroyo Simi and Courtney Lane will be similar to the concept shown on the attached plans and will be addressed when the working drawings are completed. In addition, staff will work with the Moorpark Unified School District to maintain design consistency along Tierra Rejada Road. The landscape plans will include the portion of streetscape on the north side of Tierra Rejada Road, between Countrywood Drive and Mountain Trail Street.

Staff recommends that the City Council approve the design concept shown in Option B. However, staff recommends a hybrid and phased approach to the installation of this work. Currently, the plant material on the south side of Tierra Rejada Road has been able to sustain through the last couple years of drought and has only exhibited partial dieback due to the water restrictions mandated by the State. Staff's efforts in implementing the Drought Action Plan (DAP) that was approved by the City Council on July 1, 2015 has yielded encouraging results. The results of several action items identified in the DAP has enabled the City to reduce the City's operational water use in the City Parks, facilities and landscape areas by approximately 52%. This comparison was recently provided by Ventura County Water Works District No. 1 (VCWWD) between the months of June through December 2015, and compared to the water use during the same time period in 2013, as required by the State Water Resources Control Board. A comparison of the City's total annual operational water usage between calendar years 2013 and 2015 shows a 45.6% reduction in water use. The total annual water savings is equivalent to approximately 101,714 hundred acre feet (HCF), which is equivalent to approximately 76,082,670 gallons of water saved. Therefore, staff recommends maintaining the landscaping on the south side of Tierra Rejada Road 'as is', primarily the large slope areas, and focus the City's efforts on the areas that have

been severely impacted by the drought conditions, primarily the north side of the Tierra Rejada Road and several highly visible locations that add a high degree of aesthetic value to the overall streetscape, such as the street intersections and at monument locations. In addition, the median islands will need to be renovated in order to eliminate irrigation water runoff. As discussed in prior reports to the City Council, the traditional spray irrigation system is inadequate, as the spray heads are not high enough to clear the plant material. Staff recommends implementing the concept shown in Option B and installing a drip irrigation system for new plant material and the existing trees.

It should be noted that staff will renovate or supplement landscape areas adjacent to Tierra Rejada Road with a similar planting design to those shown in Option B if there is a need in the future. One advantage of a drip irrigation system is the ability to modify the irrigation system, with a minimal increase in water use, should there be a need to renovate or supplement areas with additional plant material. For instance, there may be a need to add plant material within the median islands to add visual interest, or increase plant density adjacent to property lines to buffer certain properties. There may also be a need to add plant material along the upper portions of the slopes adjacent to Tierra Rejada Road in the future. Even though the slopes on the south side of Tierra Rejada Road have survived the drought conditions, a portion of the upper slope areas have exhibited partial dieback. This is primarily due to the fact that most of the irrigation water travels down slope and the current watering restrictions have reduced the watering window such that there is not enough time in the week to provide adequate irrigation water to some of the upper slope areas.

Staff believes that the planting concept shown in Option B will provide for an aesthetically pleasing streetscape design along the Tierra Rejada Road corridor and will reduce overall water use by an additional 15% to 25%, resulting in a direct cost savings of approximately \$12,000 to \$20,000 annually at current water rates. Staff recommends contracting with Architerra to prepare construction drawings and specifications for this work as shown in the phasing diagram in Attachment 4. Phase I includes the areas on the north side of Tierra Rejada Road and street intersections. Phase II includes the median islands. As mentioned previously, staff will monitor the areas on the south side of Tierra Rejada Road and will add landscaping if needed in the future due to declining plant material, primarily the upper slope areas. Architerra has provided staff with a proposal of \$78,493, which includes a 15% contingency, to complete this work. Staff feels that the costs are appropriate and recommends amending the Agreement with Architerra to complete the plans and specifications.

In addition to the overall streetscape concept, there is an immediate need to initiate a plan to remove and replace the existing Coast Redwood trees. To date, staff has removed 110 Coast Redwoods. There are approximately 553 Coast Redwoods remaining along the Tierra Rejada Road corridor and as mentioned previously in this report, there is currently not a cure for the canker disease that has infected the majority of the trees. It is likely that the all of the trees will need to be removed and replaced over the next several years. Staff has obtained bids for this work from several

contractors and has determined that the total cost to remove all the Coast Redwoods is \$334,788. This work will be completed under normal maintenance procedures and will be completed under the tree maintenance contract with the City's current tree trimming company. The cost to replace the trees is approximately \$155,808.

Staff recommends removing and replacing the Coast Redwoods over a three year period. However, staff does not recommend replacing the trees with the same species, spacing or density as currently installed. Some of the problems associated with the trees are directly related to the dense planting throughout the corridor. The result of the overcrowding is competition for resources, such as water and other vital nutrients necessary for healthy plant growth. As Mr. Perry pointed out, this may be a contributing factor to the overall decline of the trees.

Due to the fact that the tree removals, and ultimately the tree replacements, need to be evaluated on a case-by-case basis, it is difficult to prepare an overall phasing plan for this work. Therefore, staff recommends completing the work based on field observations and the existing condition of the trees. Staff will replace the Coast Redwoods with the tree species identified in the landscape plans and will work with the landscape architect to maintain design consistency along the Tierra Rejada Road corridor. Special consideration will be given to tree spacing in order to minimize overcrowding and competition for vital nutrients. Staff recommends completing this work in three phases and funding the first phase immediately, so that it can be completed prior to the end of the current fiscal year. The funding required for the additional phases will be included in the FY 2016/17 and FY 2017/18 operating budgets. The total cost of the tree removals and replacements is \$490,596. \$163,532 will be required to complete each phase of the work.

It should be noted, that in addition to the work required to renovate the landscaping on Tierra Rejada Road, there is also a need to renovate the median island and parkway landscaping on Campus Park Drive and portions of Princeton Avenue. Similar to Tierra Rejada Road, a large portion of the plant material used in the median islands consists of *Gazania spp.* (*Gazania*). *Gazania* is a perennial groundcover with a moderate lifespan, and although it generally requires minimal supplemental water to thrive, it tends to die out in large sections over time. Most of the groundcover on Campus Park Drive and Princeton Avenue has outlived its life and is in need of replacement. Staff recommends replacing the *Gazania* with a more permanent low water use alternative, rather than replacing it in-kind. Staff will prepare a full report on this subject at a future date.

FISCAL IMPACT

The estimated costs of the design options are as follows:

- Option A: \$6,501,000
- Option B: \$4,456,000
- Option C: \$2,767,000

As mentioned previously, staff recommends the landscape design concept shown in Option B. However, staff recommends preparing the plans and specifications so that the work can be completed in two phases, as depicted on the phasing plan shown in Attachment 4, and referenced as Modified Option B. In addition, staff recommends modifying the scope of the project as described in this report, which primarily includes the work proposed in the median islands, the areas on the north side of Tierra Rejada Road, and the highly visible areas such as the street intersections and monument locations. Staff will evaluate the total cost for this work once the bids have been received and will make a recommendation to the City Council on funding options and phasing at that time. The estimated cost of this work is as follows:

Modified Option B, Phase I:	\$1,019,000
Modified Option B, Phase II:	\$719,500
<u>Sub-total:</u>	<u>\$1,738,500</u>
<u>Tree Removal and Replacement:</u>	<u>\$490,596</u>
<u>Sub-total:</u>	<u>\$490,596</u>
Total	\$2,229,096

The total cost to complete the landscape renovation work and remove and replace the Coast Redwoods is approximately \$2,229,096. The Tierra Rejada Road streetscape lies within LMD Zone 2 (Steeple Hill Area Tract 2865), LMD Zone 5 (Pheasant Run Tracts 3019 and 3525) and LMD Zone 10 (Mountain Meadows Planned Community). LMD Zone 2 is fully funded and there is funding available for normal maintenance procedures, and improvements can generally be funded from the LMD reserve account. However, funding for general maintenance procedures in LMD zones 5 and 10, which includes the cost of irrigation water, has historically been supplemented by the General Fund. It is likely that the General Fund would have to subsidize the majority of the costs of the landscape renovation, with minimal supplemental funding from the LMD reserve accounts. These two zones were accepted by the City prior to the passage of Proposition 218 (*The Right to Vote on Taxes Act*) in 1996. Historically, LMD Zones 5 and 10 have exhibited negative fund balances of approximately \$41,437 and \$51,118 respectively, resulting in substantial funding from the general fund to supplement normal maintenance procedures. Funding from LMD Zone 2 will cover approximately 25% or \$557,274 of the cost to renovate the landscaping on Tierra Rejada Road. The General Fund (1000) would need to cover the remaining costs of \$1,671,822. The total project cost and funding sources are summarized in the table below:

		Funding Source	
		LMD Zone 2	General Fund
Cost of Tree Removals	\$334,788.00		
Cost of Tree Replacement	\$155,808.00		
Modified Option B Installation Phase I	\$1,019,000.00		
Modified Option B Installation Phase II	\$719,500.00		
Total Cost	\$2,229,096.00	\$557,274.00	\$1,671,822.00

The FY2015/16 adjusted budget includes \$109,198 for the Tierra Rejada Road Streetscape Project (CIP 7901) and \$83,976 is available to cover the funding requirement for the current year. A budget amendment of \$158,049 is required to cover the full cost for the first year.

Current Year Work:		Funding Source	
		LMD Zone 2 (25%)	General Fund (75%)
Preparation of Construction Drawings & Specifications (Architerra)	\$78,493.00	\$19,623.25	\$58,869.75
Removal of Trees (Mariposa Landscape)	\$111,596.00	\$27,899.00	\$83,697.00
Replacement of Trees (West Coast Arborists)	\$51,936.00	\$12,984.00	\$38,952.00
	\$242,025.00	\$60,506.25	\$181,518.75
Less: Available budget CIP 7901	(\$83,976.00)	\$0.00	(\$83,976.00)
FY 2015/16 budget amendment	\$158,049.00	\$60,506.25	\$97,542.75

As mentioned previously, staff will include funding in the amount of \$163,532 in the FY 16/17 and FY 17/18 operating budgets to complete the remainder of the tree removal and replacement work.

The proposed use of approximately \$1.7 million from the General Fund Reserve is approximately 6% of the combined General Fund Reserve and Special Projects Fund fund balances. As previously reported, the City has had to rely on these funding sources to address ageing infrastructure, deferred maintenance, special projects, unfunded pension liability and post-employment benefits. Over the last three fiscal years (2012/13 – 2014/15), including the current fiscal year to date, the City Council has authorized approximately \$9,650,943 from these sources and spent an estimated \$8,008,670. A complete report on this subject will be presented to the City Council for consideration as part of the 2016/17 FY budget. There will continue to be periodic needs to use these funding sources for special projects and specific circumstances, including the renovation of the parkway and median landscaping on Campus Park Drive and portions of Princeton Avenue.

SUMMARY

Staff recommends that the City Council approve conceptual plan Option B, with the work to be phased and modified as discussed in this report and Amendment No. 2 with Architerra for the preparation of construction drawings and specifications in the amount of \$78,493. In addition, staff recommends Amendment No. 1 with Mariposa Landscapes, Inc. for the removal of the Coast Redwoods at a cost of \$334,788, and an Agreement with West Coast Arborists, Inc. for the replacement of the trees at a cost of \$155,808.

STAFF RECOMMENDATION (ROLL CALL VOTE)

1. Approve conceptual plan Option B, with the work to be phased and modified as discussed in the report as Modified Option B, for the renovation of the Tierra Rejada Road Streetscape; and
2. Authorize Amendment No. 2 to Agreement with Architerra, Inc. for the preparation of construction drawings and specifications, subject to final language approval of the City Manager; and
3. Authorize Amendment No. 1 to Agreement with Mariposa Landscapes, Inc. for the removal of the Sequoia trees, subject to final language approval of the City Manager; and
4. Authorize Agreement with West Coast Arborists, Inc. for replacement trees, subject to final language approval of the City Manager; and
5. Adopt Resolution No. 2016-_____ amending the FY 2015/16 budget to fund the phase I removals and replacements of the Sequoia trees and for the preparation of the construction drawings and specifications.

Attachments:

1. Overall Streetscape Concept
2. Tierra Rejada Road Renovation Plan - Option A
3. Tierra Rejada Road Renovation Plan – Option B
4. Tierra Rejada Road Phasing Plan
5. Plant Palette
6. Amendment No. 2 to Agreement with Architerra, Inc.
7. Amendment No. 1 to Agreement with Mariposa Landscapes, Inc.
8. Agreement with West Coast Arborists, Inc.
9. Resolution 2016 - _____

ENLARGEMENT A - TREE CANOPY

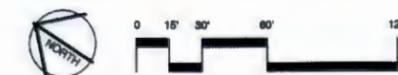


ENLARGEMENT A - GROUND PLANE

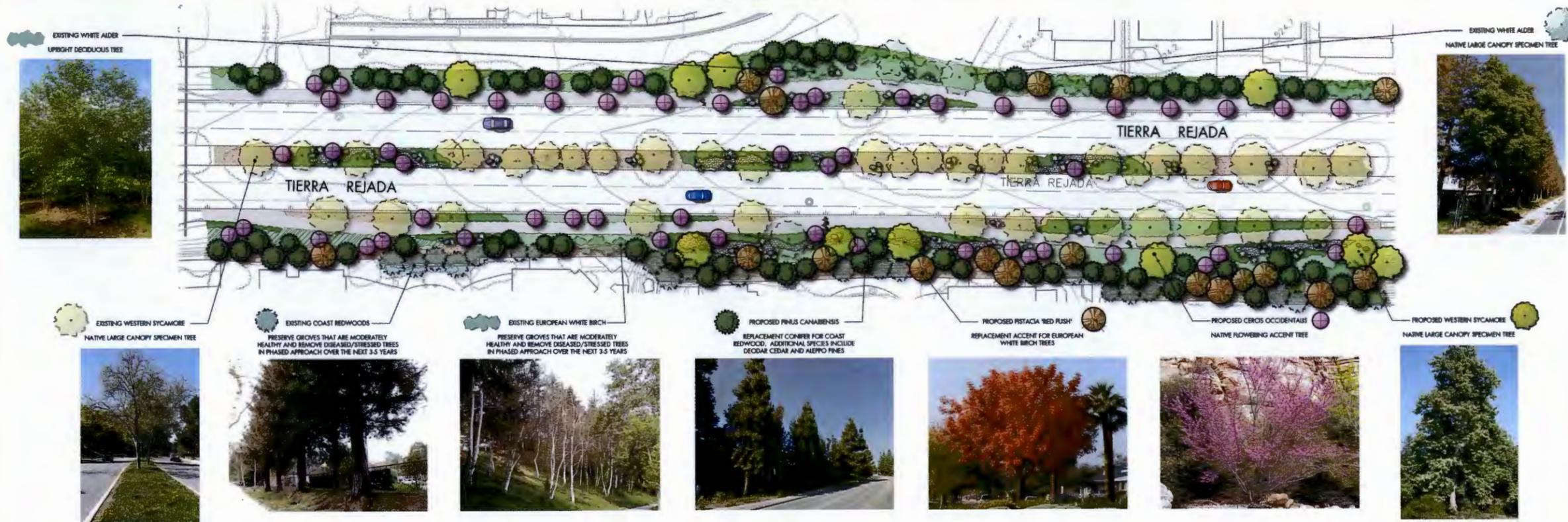


CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
DESIGN STRATEGY - TYPICAL ENLARGEMENT A - OPTION A

ATTACHMENT 2 (1 OF 4)



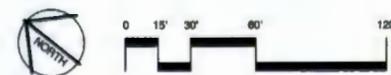
ENLARGEMENT B - TREE CANOPY



ENLARGEMENT B - GROUND PLANE



ATTACHMENT 2 (2 OF 4)



CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
DESIGN STRATEGY - TYPICAL ENLARGEMENT B - OPTION A

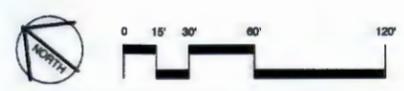


ENLARGEMENT C - TREE CANOPY

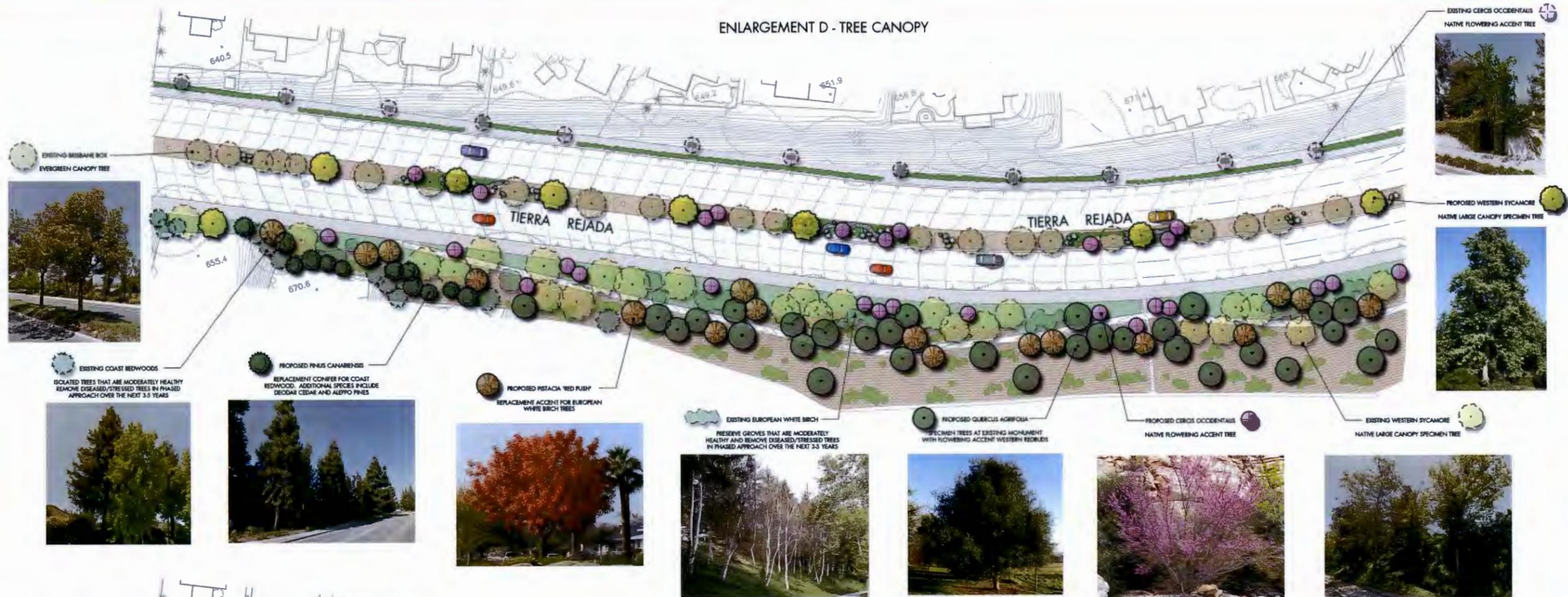


CITY OF MOORPARK
TERRA REJADA ROAD RETROFIT PROJECT
DESIGN STRATEGY - TYPICAL ENLARGEMENT C - OPTION A

ATTACHMENT 2 (3 OF 4)



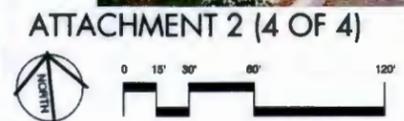
ENLARGEMENT D - TREE CANOPY



ENLARGEMENT D - GROUND PLANE



CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
DESIGN STRATEGY - TYPICAL ENLARGEMENT D - OPTION A



ENLARGEMENT A - TREE CANOPY

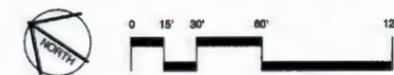


ENLARGEMENT A - GROUND PLANE

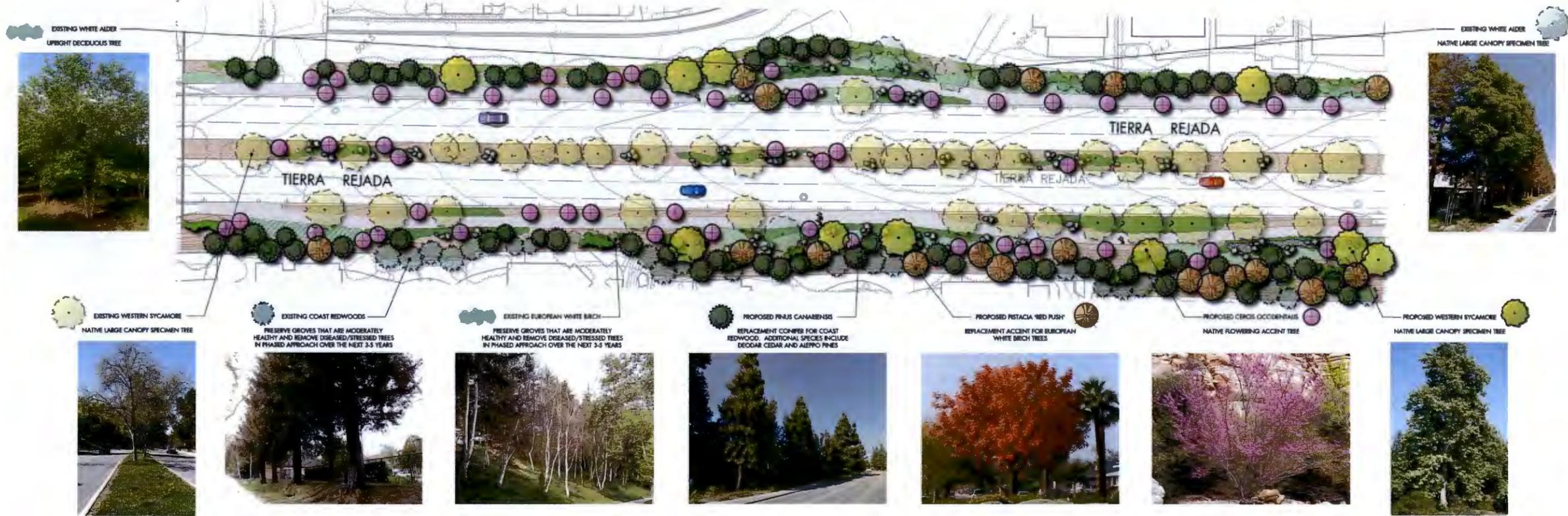


CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
DESIGN STRATEGY - TYPICAL ENLARGEMENT A - OPTION B

ATTACHMENT 3 (1 OF 4)



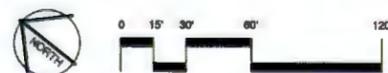
ENLARGEMENT B - TREE CANOPY



ENLARGEMENT B - GROUND PLANE



ATTACHMENT 3 (2 OF 4)



CITY OF MOORPARK
 TIERRA REJADA ROAD RETROFIT PROJECT
 DESIGN STRATEGY - TYPICAL ENLARGEMENT B - OPTION B

ENLARGEMENT C - TREE CANOPY

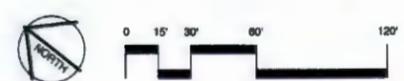


ENLARGEMENT C - GROUND PLANE

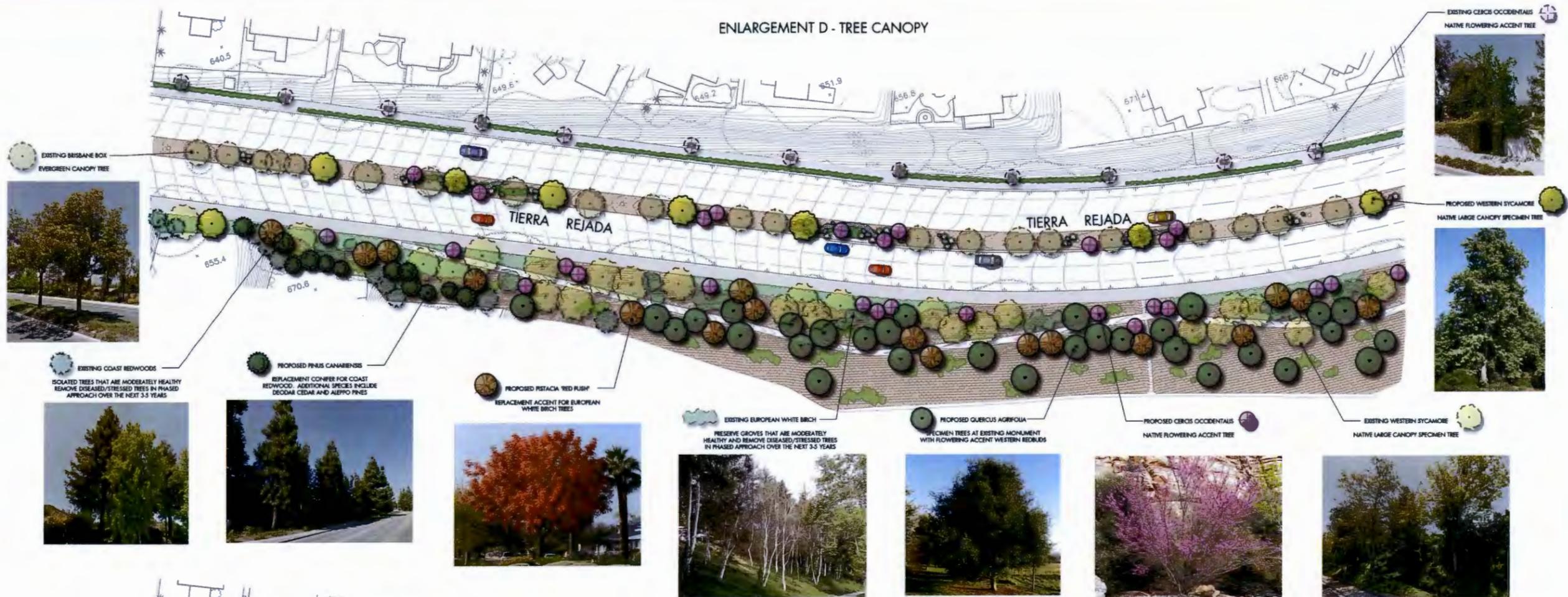


CITY OF MOORPARK
 TIERRA REJADA ROAD RETROFIT PROJECT
 DESIGN STRATEGY - TYPICAL ENLARGEMENT C - OPTION B

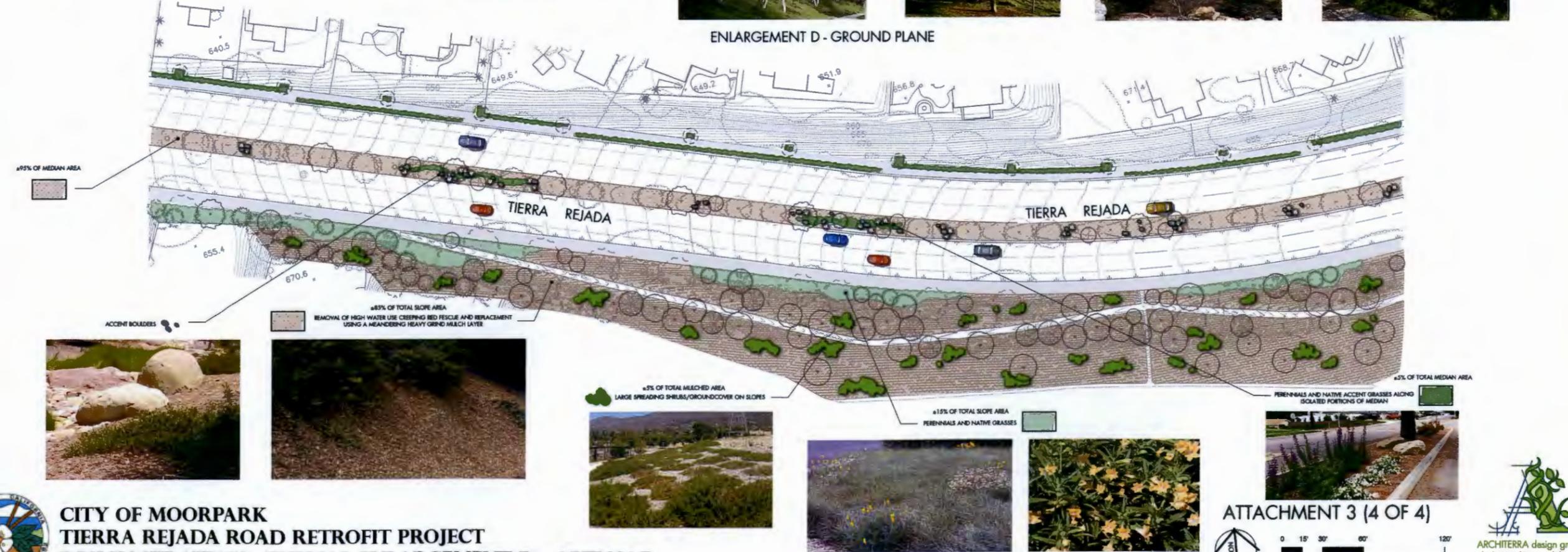
ATTACHMENT 3 (3 OF 4)



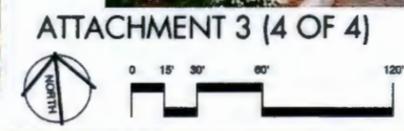
ENLARGEMENT D - TREE CANOPY

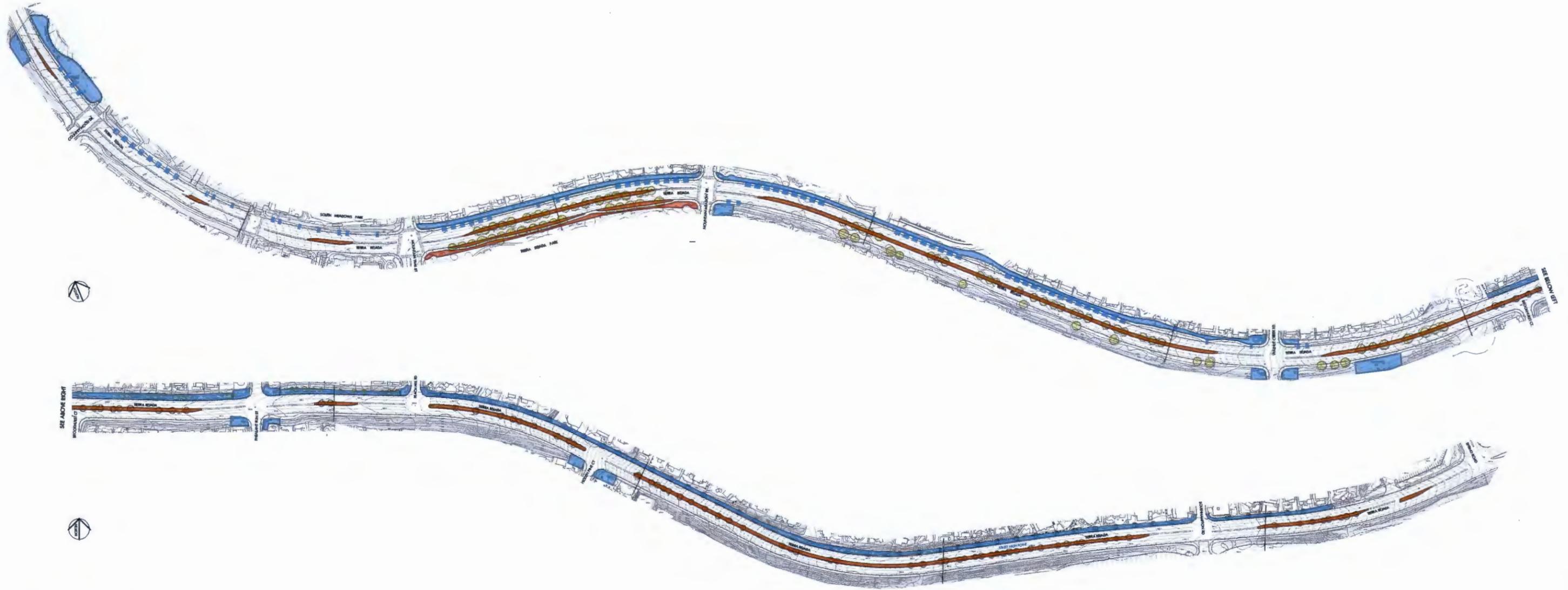


ENLARGEMENT D - GROUND PLANE



CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
DESIGN STRATEGY - TYPICAL ENLARGEMENT D - OPTION B





**CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
PROJECT AREA AND PHASE PLAN**

	PHASE 1 PARKWAYS	157,495 S.F.
	PHASE 1 TREE WELLS	
	PHASE 2 PARKWAYS / MEDIANS	126,630 S.F.

ATTACHMENT 4 (1 OF 1)



City of Moorpark – Tierra Rejada Retrofit Plant Palette

Water Use Abbreviations (H-High M-Moderate L-Low VL-Very Low)

Overstory Trees

- Platanus racemosa* – Western Sycamore in catchment areas (H/M)
- Cedrus deodara* – Deodar Cedar (M/L)
- Pinus canarensis* – Canary Island Pine (M/L)
- Pinus halepensis* – Aleppo Pine (L/VL)
- Quercus agrifolia* – Coast Live Oak (M/L)
- Quercus engelmannii* – Engelmann Oak (M/L)
- Pistacia x 'Red Push'* – Red Push Pistache (M)

Understory Accent Trees

- Cercis canadensis 'Forest Pansy'* – Forest Pansy Redbud (M/L)
- Cercis occidentalis* – Western Redbud (M/L)
- Bauhinia lunarioides* – Anacacho Orchid (L)

Background/Screening Shrubs

- Rhamnus alaternus* – Italian Buckthorn (M/L)
- Vauquelinia californica* – Arizona Rosewood (L)
- Cordia boissieri* – Wild Olive (L/VL)
- Heteromeles arbutifolia* – Toyon (L/VL)
- Prunus ilicifolia* ssp. *ilicifolia* – Hollyleaf Cherry (M/L)

Large Shrubs

- Rhamnus californica 'Eve Case'* – California Coffeeberry (M/L)
- Philadelphus microphyllus* – Littleleaf Mock Orange (M/L)
- Arctostaphylos densiflora 'Howard McMinn'* – Howard McMinn Manzanita (M/L)
- Carpenteria californica 'Elizabeth'* – California Bush Anemone (M/L)
- Calliandra 'Sierra Starr'* – Sierra Starr Fairy Duster (M/L)
- Dendromecon hardfordii* – Island Bush Poppy (L/VL)
- Ribes aureum* – Golden Current (M/L)

Slope Cascading and Spreading Shrubs

- Jasminum mesnyi* – Primrose Jasmine (M)
- Cotoneaster salicifolius 'Repens'* – Willowleaf Cotoneaster (M)
- Baccharis pilularis 'Pigeon Point'* – Pigeon Point Coyote Brush (M/L)
- Arctostaphylos edmundsii 'Carmel Sur'* – Little Sur Manzanita (M/L)
- Rosa californica* – California Wild Rose (M/L)

ATTACHMENT 5 (1 OF 2)

Medium Height Shrubs

- Penstemon eatonii* – Firecracker Penstemon (L/VL)
- Calliandra* ‘Sierra Starr’ – Sierra Starr Fairy Duster (M/L)
- Lobelia laxifolia* – Mexican Lobelia (M/L)
- Salvia leucantha* ‘Santa Barbara’ – Dwarf Purple Mexican Sage (M/L)
- Salvia* ‘Clevelandii’ – Cleveland Sage (L/VL)
- Ribes speciosum* – Fuchsia-Flowering Gooseberry (M/L)

Low Height Shrubs

- Penstemon heterophyllus* – Foothill Penstemon (L/VL)
- Erigeron glaucus* ‘Bountiful’ – Beach Aster (M/L)
- Achillea* ‘Moonshine’ – Moonshine Yarrow (M/L)
- Achillea millefolium* – Common Yarrow (M/L)
- Penstemon baccharifolius* ‘Diablo’ – Rock Penstemon (L)
- Mimulus aurantiacus* – Sticky Monkey Flower (L/VL)
- Dianella* ‘Little Rev’ – Little Rev Flax Lily (M/L)
- Erigeron karvinskianus* – Mexican Daisy (M/L)
- Salvia* ‘Bee’s Bliss’ – Creeping Sage (L)
- Mahonia repens* – Creeping Barberry (M/L)

Accent Grasses/Grass-like

- Muhlenbergia rigens* ‘Nashville’ – Bush Muhly Deergrass (M)
- Melica imperfecta* – California Melic (M/L)
- Leymus triticoides* – Beardless Wild Rye (M)
- Bouteloua gracilis* – Blue Grama Grass (M/L)
- Carex pansa* – California Meadow Sedge (M)

Bioswale/Catchment Zones

- Carex divulsa* – Berkeley Sedge (M)
- Chondropetalum tectorum* – Small Cape Rush (M)
- Zauschneria* ‘Wayne’s Select’ – California Fuchsia (L)
- Sesleria autumnalis* – Autumn Moor Grass (M)
- Iris douglasiana* – Pacific Coast Iris (H/M)
- Woodwardia fimbriata* – Giant Chain Fern (M)
- Deschampsia cespitosa* – Tufted Hairgrass (M)
- Juncus patens* – California Gray Rush (M)
- Mimulus cardinalis* – Scarlet Monkey Flower (M)

EXISTING CONDITIONS



DECLINING/DISEASED COAST REDWOODS



DECLINING/DISEASED EUROPEAN WHITE BIRCH

PINUS CANARIENSIS - CANARY ISLAND PINE

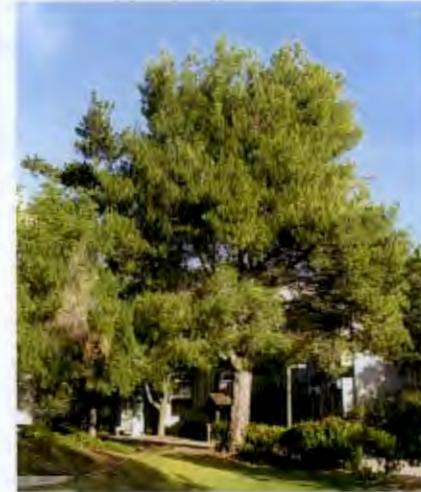


PLANTED IN LARGE MEANDERING GROVES

CEDRUS DEODORA - DEODAR CEDAR



PINUS HALEPENSIS - ALEPPO PINE



PLANTED AS LARGE SINGLE SPECIMENS IN SUPPORT OF CANARY ISLAND PINES
SUITABLE REPLACEMENT SPECIES



**CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
PLANT PALETTE INTRODUCTIONS**



QUERCUS AGRIFOLIA - COAST LIVE OAK



PISTACIA 'RED PUSH' - RED PUSH PISTACHIA



BAUHINIA LUNARIOIDES - ANACACHO ORCHID



DROUGHT ADAPTED TREES FOR TRANSITIONAL SLOPES
AND FLOWERING ACCENTS

CERCIS OCCIDENTALIS - WESTERN REDBUD



CERCIS C. 'FOREST PANSY' - FOREST PANSY REDBUD



GOOD REPLACEMENT FOR PURPLE LEAF PLUM



**CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
PLANT PALETTE INTRODUCTIONS**



MEDIUM HEIGHT SHRUBS



Callandra 'Sierra Star'
Sierra Star Fairy Duster



Lobelia laxiflora
Mexican Lobelia



Salvia leucantha 'Santa Barbara'
Dwarf Purple Mexican Sage



Salvia clevelandii
Cleveland Sage



Ribes speciosum
Fuchsia Flowering Gooseberry

LARGE SPREADING SHRUBS AT MULCHED SLOPES



Rhamnus californica 'Eve Case'
California Coffeeberry



Philadelphus microphyllus
Littleleaf Mock Orange



Rhamnus alaternus
Italian Buckthorn



Arctostaphylos 'Howard McMinn'
Howard McMinn Manzanita



Carpenteria californica 'Elizabeth'
California Bush Anemone



Dendromecon harfordii
Island Bush Poppy



**CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
PLANT PALETTE**



ARCHITERRA design group
landscape architecture and planning
10321-A Piedmont Street Studio City, CA 91614
ph: 818.764.4300 | www.architerra.com | for projects@architerra.com
CA, WA, REB&S

LOW HEIGHT SHRUBS - SHADE TOLERANT



Mahonia repens
Oregon Grape



Erigeron glaucus 'Bountiful'
Beach Aster



Mimulus aurantiacus
Sticky Monkey Flower



Salvia 'Bee's Bliss'
Creeping Sage



Arcostaphylos edmundsii 'Carmel Sur'
Little Sur Manzanita



Teucrium cossonii
Majorcan Teucrium

LOW HEIGHT SHRUBS - PARTIAL SUN/FULL SUN



Penstemon heterophyllus
Foothill Penstemon



Dianella 'Little Rev'
Little Rev Flax Lily



Achillea 'Moonshine'
Moonshine Yarrow



Penstemon baccharifolius 'Diablo'
Rock Penstemon



Oenothera fremontii 'Shimmer'
Shimmer Evening Primrose



Erigeron karvinskianus
Mexican Daisy



**CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
PLANT PALETTE**



ARCHITERRA design group
landscape architecture and planning
1923-A Tulewood Street, Moorpark, California, CA
805-948-2300 805-948-2322 Fax 805-948-2323
CA, USA 93924

SLOPE CASCADING AND SPREADING SHRUBS



Calliandra 'Sierra Star'
Sierra Star Fairy Duster



Labelia laxiflora
Mexican Labelia



Salvia leucantha 'Santa Barbara'
Dwarf Purple Mexican Sage



Salvia clevelandii
Cleveland Sage



Ribes speciosum
Fuchsia Flowering Gooseberry

ACCENT GRASSES AND GRASS-LIKE SHRUBS



Carex pansa
California Meadow Sedge



Melica imperfecta
California Melic



Leymus triticoides
Beardless Wild Rye



Bouteloua gracilis
Blue Grama Grass



Muhlenbergia rigens 'Nashville'
Bush Muhly Deergrass



**CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
PLANT PALETTE**



ARCHITERRA design group
landscape architecture and planning
1002144, Trademark: Steve Rindler-Schjerve/CA
A 1002144-0000 0100403.1044 In 1002144-0000
CA, USA 92024

BIOSWALES/CATCHMENT ZONES



Chorizanthe linearis
Small Cape Rush



Carex divisa
Berkeley Sedge



Iris douglasiana
Pacific Coast Iris



Deschampsia cespitosa
Tufted Hairgrass



Sesleria autumnalis
Autumn Moor Grass

BIOSWALES/CATCHMENT ZONES



Zauschneria 'Wayne's Select'
California Fuchsia



Woodwardia fimbriata
Giant Chain Fern



Juncus patens
California Gray Rush



Mimulus cardinalis
Scarlet Monkey Flower



**CITY OF MOORPARK
TIERRA REJADA ROAD RETROFIT PROJECT
PLANT PALETTE**



**AMENDMENT NO. 2
TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND
ARCHITERRA, INC., FOR LANDSCAPE ARCHITECTURAL SERVICES**

This Amendment No. 2 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and Architerra, Inc., a corporation ("Contractor"), for landscape architectural services ("Agreement"), is made and entered into this _____ day of _____, 2016.

RECITALS

WHEREAS, on March 17, 2015 the City and Contractor entered into an Agreement to have the Contractor provide landscape architectural services; and

WHEREAS, on October 16, 2015 the City and Contractor amended the Agreement to increase the compensation for services to be performed by Contractor from twenty-seven thousand nine hundred dollars (\$27,900), which included a three thousand six hundred dollar (\$3,600) contingency, by a value of six thousand twenty-five dollars (\$6,025) for a total contract value of thirty-three thousand nine hundred twenty-five dollars (\$33,925), and documented said agreement to amend by jointly approving Amendment No. 1 to the Agreement; and

WHEREAS, the City and Contractor now desire to amend the Agreement to increase the compensation for services to be performed by Contractor from thirty-three thousand nine hundred twenty-five dollars (\$33,925) by a value of seventy-eight thousand four hundred ninety-three dollars (\$78,493), which includes a ten thousand two hundred thirty-eight dollar (\$10,238) contingency, for a total contract value of one hundred twelve thousand four hundred eighteen dollars (\$112,418).

NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:

I. Section 2, SCOPE OF SERVICES, is amended by replacing the first three paragraphs in their entirety as follows:

"City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide landscape architectural services, as set forth in Exhibits B, C, and D. In the event there is a conflict between the provisions of Exhibits B, C, and D and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibits B, C, and D. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibits B, C, and D.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibits B, C, and D. Compensation shall not exceed the rates outlined in Exhibits B, C, and D or total contract value of one hundred twelve thousand four hundred eighteen dollars (\$112,418), which includes a thirteen thousand eight hundred thirty-eight dollar (\$13,838) contingency, without a written Amendment to the Agreement

executed by both parties. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.”

II. Section 5, PAYMENT, is amended by replacing the second paragraph in its entirety as follows:

“The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibits B, C, and D, based upon actual time spent on the above tasks. This amount shall not exceed one hundred twelve thousand four hundred eighteen dollars (\$112,418), which includes a thirteen thousand eight hundred thirty-eight dollar (\$13,838) contingency, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.”

III. Remaining Provisions:

Except as revised by this Amendment No. 2, all of the provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

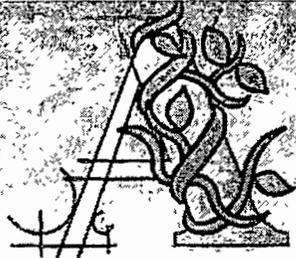
ARCHITERRA, INC.

Steven Kueny
City Manager

Richard Krumwiede
President

Attest:

Maureen Benson, City Clerk



ARCHITERRA design group

landscape architecture and planning

August 13, 2015

Revised Dec. 16, 2015

Revised January 7th, 2016

Mr. Jeremy Laurentowski
 Landscape/Parks Maintenance Superintendent
 City of Moorpark
 Parks and Recreation Department
 799 Moorpark Avenue
 Moorpark, CA, 93021

*RE: LANDSCAPE ARCHITECTURAL SERVICES PROPOSAL, TIERRA REJADA LMD
 STREETSCAPE RENOVATIONS CONSTRUCTION DOCUMENTS, MOORPARK, CA.*

Dear Mr. Laurentowski:

We are pleased to submit this proposal for Landscape Architectural Services in connection with the project referenced above. This agreement is by and between Architerra Design Group, Inc. (ADG) and The City of Moorpark (Client).

PROJECT OVERVIEW

ADG shall provide professional services on the project referenced above. The extent of our services may be generally described as the preparation of landscape architectural construction documents for the renovation (removal & replacement) of landscape and irrigation improvements, as well as placement of landscape accent boulders within the City's Tierra Rejada Road LMD maintained Streetscape. Improvement of existing community entry monument walls and adjacent streetscape perimeter walls are not a part of this project. They will remain as-is.

The streetscape area addressed by this proposal is shown on the attached Project Area/Phasing Plan and extends from Arroyo Simi on the west to Spring Road on the east. It will be developed by the City in two phases as shown on the Phasing Plan.

ADG has worked with City staff to develop several "Typical" conceptual designs to address the landscape renovation, in an effort to reduce water use and maintenance, while maintaining the integrity of the original landscape character of Tierra Rejada Road. These designs recommend the incorporation of a more drought tolerant plant palette and new efficient irrigation system that meets the State Model Water Efficient Landscape Ordinance (MWELo) and recent update to the ordinance based off Governor Brown's

Drought Executive Order (B-19-25). ADG will use these "Typical" conceptual designs as a guide to the development of the construction documents.

Pursuant to the attached Phasing Plan, Phase 1 – will generally include the City maintained northern parkway and curb adjacent street tree pockets of Tierra Rejada Road from Arroyo Simi to Spring Road and renovated /improved landscape pockets on the south side of Tierra Rejada at key street intersections and at existing community monuments.

Phase II generally includes Tierra Rejada's median islands and the Tierra Rejada Park streetscape frontage/parkway located on the south side of Tierra Rejada between Mountain Trail Street and Mountain Meadow Drive.

With the exception of the renovated/improved landscape pockets on the south side of Tierra Rejada at key street intersections and at existing community monuments, the existing slopes and parkways located on the south side of Tierra Rejada *are not a part of this proposals scope of services and are excluded from our proposal.*

The demolition/construction, irrigation and landscape improvement plans for both phases will be prepared as one set of construction documents on City standard 24"x36" base sheets at 20 scale with the phases clearly identified. Specifications will be prepared in book form by ADG based on a city supplied boilerplate.

If the City requires that the construction documents be separated into two separate bid packages by phase, ADG can do so, but it will be at an additional cost

Bidding assistance and construction observation services will be hourly as requested and are currently not included within the scope of services/fees of this proposal.

SCOPE OF SERVICES

ADG agrees to perform professional services for the Client as set forth below for the Basic Fee as indicated:

A. Base Sheet and Design Development Phase to Include:

1. Project Kick-Off meeting with Client to discuss the project phasing, budget and schedules.
2. Site Visit/Field Inventory and mapping of existing tree species for implementation into base sheets.
3. Design Development to apply "Typical" conceptual design strategies to overall streetscape plan.
4. Program Development.
5. Base Sheet Development at 20-scale, 24"x36". (12 sheets)
6. Soil collection and testing of nine (9) project areas, three (3) test sites for each project phase area to be utilized for final soil amendment recommendations and Soil Management Plan (As required by MWEL)
7. Project Administration (Bi-Weekly Status Report and Project Scheduling).
8. Telephone Consultation.

B. Construction Document Phase to Include:

1. Title Sheet Preparation.
2. Prepare Overall Phasing Master Plan (at 200 scale) indicating Phased areas
3. Preparation of a combination Landscape removals/Demolition Plan and Construction Plan at 20-scale (12 sheets).
4. Preparation of Construction and Grading Details.
5. Irrigation Master Plan (at 200 scale) indicating existing P.O.C.s and mainline/sleeving, etc.
6. Irrigation Plan Preparation at 20-scale. (12 sheets)
7. Irrigation Detail Preparation.
8. Prepare Water Efficiency Landscape Worksheets. *
9. Prepare 2 Irrigation Controller Charts. *
10. Planting Plan Preparation at 20-scale. (12 sheets)
11. Planting Detail Preparation.
12. Prepare Planting/Irrigation Hydro-zone Plan. *
13. Construction Specifications. (Book Form)
14. Irrigation & Planting Specifications. (Book Form)
15. Prepare Annual Irrigation and Planting Maintenance Schedule. *
16. Preparation of final Cost Estimate based on completed construction documents.
17. Agency/ADG Progress Meeting. (One meeting)
18. Agency Plan Check Corrections.
19. Project Administration (Preparation of Bi-Weekly Status Report and Project Scheduling).
20. Telephone Consultation as required.
21. Utility Research (Irrigation Point of Connection, Pressure).

* Items Required for AB 1881 California Model Water Efficient Landscape Ordinance (MWELo).

C. Bidding Phase:

1. Bidding assistance will be provided to the Client on an hourly as requested, or negotiated lump sum fee basis.

D. Construction Observation Phase:

1. Construction observation services will be provided to the Client on an hourly as requested, or negotiated lump sum fee basis.

If the Scope of the Project as outlined above is changed materially, the Basic Fee shall be changed in the same proportion.

FEES AND TERMS

Services described above shall be provided for in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made a part of this Agreement by reference. We estimate the following fee breakdown by Phase:

A.	Base Sheet Development	\$8,410.00
B.	Construction Documents:	\$57,445.00
C.	Bidding & Negotiation:	hourly as requested
D.	Construction Observation:	hourly as requested
	Professional Fee Total:	\$65,855.00
	Estimated Reimbursable Expenses*	\$2,500.00
	Estimated Fee Total:	\$68,355.00

**We estimate that the cost of Reimbursable Expenses, as identified in Appendix A, will be approximately the amount noted above. Reimbursable Expenses incurred are based on the demands/needs of the Client.*

GENERAL WORK PROGRAM AND TIME TABLE

Architerra Design Group proposes the following timetable for completion of this Project after receipt of all necessary information from Client or Client's Consultants as listed under "Owners/Architects Responsibility".

TASK	PHASE	WEEKS
I	Base Sheet Design Development Phase	3-4
II	Construction Document Phase	6-8

ADG shall render its services as expeditiously as is consistent with professional skill and care. ADG shall not be responsible for delays that may occur due to causes beyond ADG's reasonable control.

DEVELOPMENT BUDGETS

- A. The project will have a total of three phases. A detailed cost estimate (by phase) will be developed as part of the Construction Document Phase.
- B. In the event that this development budget is reduced or increased by more than 10% between the time of approval of the landscape concept phase and time of award of a construction contract, cost of modification of drawings and specifications to meet the revised project budget shall be considered Additional Services.

DESIGN APPROVAL

Mr. Jeremy Laurentowski is designated as the person responsible for design direction to ADG for this Project and has the authority for design approval. In the event that the

design, as approved by Laurentowski is rejected by others, and redesign is required, such redesign shall be compensated as Additional Services.

MEETINGS AND SITE VISITS

This Agreement includes Professional Service time for up to two meetings for coordination with Client, agencies, or consultants and two site visits for field inventory/documentation of existing conditions. Additional meetings shall be billed as Additional Services. Travel expenses shall be billed as Reimbursable Expenses.

OWNER'S/ARCHITECT'S RESPONSIBILITY

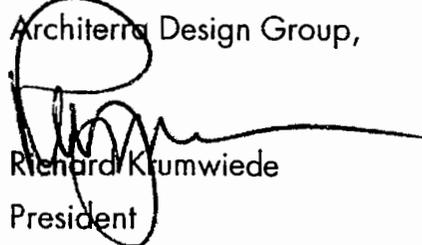
Client shall provide the following information, documents, or services as required for performance of the work. ADG is entitled to rely upon the accuracy and completeness of such information, documents, and services, and shall not be liable for errors or omissions therein. Should ADG be required to provide services in obtaining or coordinating compilation of any such information, drawings, or services shall be charged as Additional Services.

1. Topography and boundary surveys, CAD base files.
2. As-Builts of existing constructed irrigation system.
3. Architectural plans and elevations of any proposed structures.
4. Engineered site plan with building footprints, streets, curbs, and property lines.
5. Rough and precise grading plan for project site.
6. Existing site engineering and utility base information.
7. Overhead aerial photographs at controlled scale.
8. Engineering other than that provided within the Scope of Services.
9. Agency processing of completed plans.

We would be pleased to answer any questions you may have to clarify the various points above. If the proposal meets with your approval, please sign below where indicated and return one copy for our files. I look forward to working with you on this project.

Sincerely Yours,

Architerra Design Group,



Richard Krumwiede

President

CA RLA #2834

Accepted: The City of Moorpark

By: _____

Title: _____

Date: _____

APPENDIX A

Attached to and part of Agreement for Professional Services between Architerra Design Group, Inc. (ADG), and City of Moorpark dated January 7th, 2016.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement For Landscape Architectural Services.

PROJECT RESTART FEE

Because of substantial cost incurred by ADG to stop and restart a project once underway, should this project's progress be halted at any time for 30 or more days by the Client, for any reason, a project restart fee of \$500, will be due and payable immediately.

REIMBURSABLE EXPENSES

The following costs shall be reimbursed at cost plus 15% and are not included in the Basic Fee for Services:

- Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, plotting, Xerox copying, photo reproductions.
- All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.
- Cost of postage and shipping expenses other than first class mail.
- Photographic services, film and processing.
- Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by Client.
- Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project. (Plan check fees, variance applications, etc.).
- Fees for additional special consultants retained with the approval of Client.

ADDITIONAL SERVICES

ADG may incur expenses and costs, which are not included in the Basic Fee for Services. If authorized by the Client and confirmed by ADG, ADG will perform said Additional Services on a time and material basis, according to the following schedule:

Principal	\$150.00/Hour
Director of Design	\$125.00/Hour
Project Manager	\$95.00/Hour
Landscape Designer	\$75.00/Hour
Clerical	\$45.00/Hour

Additional Services Include but are not limited to:

1. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify requirements for project programming.
2. Master planning.
3. Site Planning.
4. Revisions and changes in approved drawings and the preparation alternatives or deductive change orders requested by Client.
5. Services with respect to replacement of any work damaged during construction.
6. Services required as a result of the default or insolvency of the contractor.
7. Preparation of record drawings or of measured drawings of existing conditions.
8. Providing prolonged construction observation should the construction time be substantially extended through no fault of ADG.
9. Agency processing of completed plans if requested by Client.

If the duration of the Project continues past one year from the date of signing this Agreement, ADG shall have the right to increase the hourly rate for Additional Services.

OVERTIME REQUESTS

It is ADG's responsibility to schedule the Project's completion under normal conditions without the use of the staff on an overtime basis. If the Client adjusts the deadline or requests that the work be completed earlier than originally scheduled, requiring overtime, the fees shall be adjusted to cover the increased costs incurred by ADG. The hourly rates for overtime will be one and one-half (1-1/2) times the hourly rates listed above.

BILLING PROCEDURES

- A. All billing shall be done on a monthly basis. Invoices shall include charges for Basic Services rendered to date of invoice and Reimbursable Expenses supported by an itemized description.
- B. Retainer: ADG shall be compensated an amount equal to 10% of the total fee at the time of acceptance of the proposal.
- C. Invoices for Additional Services shall be submitted on a monthly basis, supported by an itemized description.
- D. All invoices are due and payable upon receipt. Whenever the account is delinquent (30 days past due), ADG may suspend without any resulting liability, any further services called for this Agreement until said account is made current. Notwithstanding this provision, ADG may continue work beyond the time which ADG could have suspended the work without waiving it's right hereunder.
- E. If the Client fails to pay an invoice within seven days of the date payment is due, ADG shall be entitled, upon three days notice, to suspend further services until all accounts due have been paid.

LATE PAYMENT PENALTY

Client agrees to pay a monthly late payment penalty of one and one-half percent (1-1/2%) per month, which will be applied to any unpaid balance commencing thirty 30-days from invoice date.

OPINIONS OF PROBABLE CONSTRUCTION COSTS

ADG has no control over the cost of labor, materials, or equipment, or over the Contractor's method of determining prices, or over competitive bidding or market conditions. Any Construction Cost estimates provided for herein are to be made on the basis of ADG's experience and qualifications. These opinions represent ADG's best judgment due to our familiarity with the construction industry. However, ADG cannot and does not guarantee that proposals, bids, or the construction cost will not vary from estimates prepared by ADG. If the Client wishes greater assurance as to the construction cost, the Client shall employ an independent cost estimator.

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

All drawings and documents produced under terms of this agreement are the property of Architerra Design Group, and cannot be used for any reason other than to bid and construct the above named project. The Client shall be granted a revocable license to use the drawings and documents for the purpose of constructing, maintaining, and operating the project, and shall not use such documents for any other purpose without ADG's consent. The Client shall indemnify and defend ADG from any claim, loss or damage arising out of the Client's failure to abide by the terms hereof.

INDEMNIFICATION

Architerra Design Group agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Architerra design Group's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Architerra Design Group is legally liable. This indemnification expressly excludes the duty of Architerra Design Group to defend the Client. However, the absence of the duty to defend shall not preclude the Client from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by Architerra Design Group's negligence.

The Client agrees, to the fullest extent permitted by Law, to indemnify and hold Architerra Design Group harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, sub-consultants or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement.

Architerra Design Group is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

CERTIFICATIONS

The Client shall indemnify ADG from claims arising out of any certifications, which are required to be signed on behalf of the Client during the course of the project.

DISPUTE RESOLUTION

Client and ADG agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event, shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

PROJECT PROMOTION

ADG has the right to photograph the above named project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the Client agrees to provide reasonable access to the facility. The Client also agrees to city the name of Architerra Design Group as the designer in all publicity, presentations, and public relations activities, which mention the name of or depict the facility.

HAZARDOUS WASTE

Client shall indemnify and hold harmless ADG and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by ADG, or claims against ADG arising from the work of others, related to hazardous waste.

The above indemnification provision extends to claims against ADG which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic-chemicals, liquids, gasses or any other material, irritant contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface soil, water or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

LIMITATION OF LIABILITY

The Client understands and acknowledges that the design and construction process for this project poses certain risks to both ADG and the Client. The Client further understands and acknowledges that the amount of risk that ADG can accept is tied, in part, to the amount of compensation received for services rendered. ADG's fee for the services offered is based on the Client's agreement to limit the ADG's liability as described below. The Client further acknowledges that were it not for this promise to limit ADG's liability, ADG's compensation would need to increase to address the risks posed by the project. The Client, therefore acknowledging its right to discuss this provision with legal counsel experienced in the design and construction process, as well as other design professionals, voluntarily agrees that, to the fullest extent permitted by law, ADG's total liability to the Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement for any cause or causes including, but not limited to, ADG's negligence, errors, omissions or breach of contract, shall not exceed the total amount of compensation received under this Agreement. This limitation of liability shall apply to the Client's claims for damages

as well as the Client's Claims for contribution and indemnity with respect to third party claims.

MEANS AND METHODS

ADG shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. ADG shall not be responsible for the Contractor's schedules for failure to carry out the Work in accordance with the Contract Documents. ADG shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

LAW

This Agreement shall be interpreted and enforced according to the laws of the State of California.

TERMINATION

It is understood that these services may be terminated upon 10 days' written notice for cause by either party. In this event, ADG shall be compensated for all work-performed prior to date of termination at the rates set forth above.

REVOCACTION

This proposal shall be considered revoked if acceptance is not received within 60 days of the date hereof.

STATE REGULATIONS

Landscape architects are licensed by the State of California.

MISCELLANEOUS PROVISIONS

This agreement is the entire and integrated agreement between Client and ADG and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and ADG.

In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

Neither Client nor ADG shall assign this agreement without the written consent of the other.

Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

END

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND
MARIPOSA LANDSCAPES, INC., FOR TREE MAINTENANCE SERVICES**

This Amendment No. 1 to the Agreement between the City of Moorpark, a municipal corporation ("City"), and Mariposa Landscapes, Inc., a corporation ("Contractor"), for tree maintenance services ("Agreement"), is made and entered into this ____ day of _____, 2016.

RECITALS

WHEREAS, on December 23, 2014 the City and Contractor entered into an Agreement to have the Contractor provide tree maintenance services; and

WHEREAS, the City and Contractor now desire to amend the Agreement to increase the compensation for services to be performed by Contractor from five hundred thirteen thousand five hundred ninety dollars (\$513,590) for the initial (24) twenty-four month term of the Agreement and two hundred fifty-six thousand seven hundred ninety-five dollars (\$256,795) for every subsequent year that the agreement is extended by a value of three hundred thirty-four thousand seven hundred eighty-eight dollars (\$334,788) for removal of trees along the Tierra Rejada Road corridor, and document said agreement to amend by jointly approving Amendment No. 1 to the Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:

I. Section 2, SCOPE OF SERVICES, is amended by replacing the first three paragraphs in their entirety as follows:

"City does hereby retain Contractor in a contractual capacity to provide tree maintenance services, to include tree pruning, tree removal, tree planting, milled lumber, and tree inspections and reports at City Landscape Maintenance Districts, Parks, and various City properties as set forth in Exhibits C and D, Contractor's Bid Proposal, dated August 21, 2014, and Exhibit E, Tree Service Proposal, which exhibits are attached hereto and incorporated herein. Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit C, Contractor Performance Requirements and Exhibit D, Scope of Work, and Exhibit E, Tree Service Proposal; all of which are attached hereto and incorporated herein by this reference as though set forth in full. Compensation for services to be performed by Contractor shall be in accordance with Exhibits B and E. Compensation shall not exceed three hundred thirty-four thousand seven hundred eighty-eight dollars (\$334,788), which includes a contingency of forty-three thousand six hundred sixty-eight dollars (\$43,668), for removal of trees along the Tierra Rejada Road corridor or five hundred thirteen thousand five hundred ninety dollars (\$513,590) for the initial twenty-

four (24) month term of the Agreement and two hundred fifty-six thousand seven hundred ninety-five dollars (\$256,795) annually thereafter for all other services performed under this Agreement, without a written amendment to the Agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.”

II. Section 5, PAYMENT, is amended by replacing the first paragraph in its entirety as follows:

“The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibits B and E, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed three hundred thirty-four thousand seven hundred eighty-eight dollars (\$334,788) for removal of trees along the Tierra Rejada Road corridor, and for all other services performed under this Agreement five hundred thirteen thousand five hundred ninety dollars (\$513,590) for the initial twenty-four (24) month term of the Agreement and two hundred fifty-six thousand seven hundred ninety-five dollars (\$256,795) for every subsequent year that the contract is extended, which extensions require a written Amendment to this Agreement executed by both parties, unless additional payment is approved as provided in this Agreement.”

III. Remaining Provisions:

Except as revised by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

MARIPOSA LANDSCAPES, INC.

Steven Kueny
City Manager

Terry Noriega
President

Attest:

Maureen Benson
City Clerk

M A R I P O S A
L A N D S C A P E S I N C

TREE SERVICE PROPOSAL

February 23, 2016

City of Moorpark
Attn: Allen Walter
799 Moorpark Avenue
Moorpark, CA 93021

Re: Tierra Rejada Redwood Removals – 3 phase removal

Description This proposal provides for all labor, material, and equipment to perform all services listed below. Tree removal will be done in (3) Phases over a (3) Year period at the City’s discretion. All Normal Tree Work Operations to be performed according to ANSI A300 standards. Prices include hauling of all material generated by our work.

Price	Tree Removal Total.....	\$291,120.00
	Phase 1 (185) Trees.....	\$97,040.00
	Phase 2 (184) Trees.....	\$97,040.00
	Phase 3 (184) Trees.....	\$97,040.00

Terms: Total due upon completion.

Exclusions: Anything not mentioned.

Time Project start date is within 45 calendar days. Time for completion is Dependent on phases.

Limits Time limit for the acceptance of this proposal is 45 calendar days from the above date.

Respectfully submitted,

Dennis Jones – Tree Care Regional Manager
dennis@mariposa-ca.com
626-890-0164 Cell 626-960-8477 Fax

Customer Signature and Date



TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.mariposa-ca.com
15529 ARROW HIGHWAY, IRWINDALE, CA 91706 • CA CONTRACTOR’S LIC # 592268 A, C-27, D-49

Our Core Values – Safety • Teamwork • Quality • Integrity

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
WEST COAST ARBORISTS, INC., FOR TREE PLANTING SERVICES**

THIS AGREEMENT, made and effective as of this _____ day of _____, 2016, between the City of Moorpark, a municipal corporation ("City") and West Coast Arborists, Inc., a corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for tree planting services; and

WHEREAS, Contractor specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, Contractor has submitted to City a Proposal dated April 8, 2015, which is attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Exhibit B, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Contractor, as an independent contractor, in a contractual capacity to provide tree planting services, as set forth in Exhibit B. In the event there is a conflict between the provisions of Exhibit B and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit B. Contractor shall complete the tasks according to the work specifications, which are also set forth in Exhibit B.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit B. Compensation shall not exceed the rates or total contract value of one hundred fifty-five thousand eight hundred eight dollars (\$155,808), which includes a twenty thousand three hundred twenty-three dollar (\$20,323) contingency, as stated in Exhibit B, without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be in accordance with the provisions of this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply, and that a public work project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).

Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the DIR implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor's compliance. Labor Code Section 1725.5 requires all contractors and subcontractors to annually register with the DIR before bidding or performing on any public work contract.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Contractor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be Patrick Mahoney, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS W-9 form, before payments may be made to vendors.

The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, based upon actual time spent on the above tasks. This amount shall not exceed one hundred fifty-five thousand eight hundred eight dollars (\$155,808), which includes a twenty thousand three hundred twenty-three dollar (\$20,323) contingency for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager. If the City disputes any of Contractor's fees or expenses it shall give written notice to Contractor within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Contractor may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to this Agreement.

7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, designee shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have five (5) working days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement, or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of one hundred fifty dollars (\$150) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of ten (10) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend and hold harmless City, and any and all of its officers, employees, and agents ("City Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this Agreement,

the Contractor shall provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Contractor by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain, or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

11. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers,

employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Safety and Health Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section [Labor Code Sec. 1735].

15. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: West Coast Arborists, Inc.
Patrick Mahoney
2200 East Burton Street
Anaheim, California 92806

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

24. ARBITRATION

Cases involving a dispute between City and Contractor may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

25. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

27. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

28. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Contractor's Proposal.

29. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

30. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

31. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

WEST COAST ARBORISTS, INC.

By: _____
Steven Kueny, City Manager

By: _____
Patrick Mahoney, President

Attest:

Maureen Benson, City Clerk

Exhibit A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review.

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Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and the City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Contractor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right to subrogation prior to a loss. Contractor agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall

be charged to and promptly paid by Contractor or deducted from sums due Contractor, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation or reduction of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Contractor, provide the same minimum insurance required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.

15. Contractor will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specification applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Contractor under this Agreement. Contractor expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

Proposal 37712

State Contractors License #366764
Liability Insured



West Coast Arborists, Inc.
11405 Nardo St.
Ventura, CA 93004
(P) 805.671.5092 (F) 805.671.5360

PROPOSAL FOR TREE MAINTENANCE SERVICES

CUSTOMER: CITY OF MOORPARK	INV. NEEDED: Yes
MAIN CONTACT: ALLEN WALTER	BILLING CONTACT: ALLEN WALTER
ADDRESS: 799 MOORPARK AVENUE MOORPARK, CA 93021	ADDRESS: 799 MOORPARK AVENUE MOORPARK, CA 93021
PHONE/FAX: (805) 517-6360 / (805) 523-8836	PHONE/FAX: (805) 517-6360 / (805) 523-8836
EMAIL: AWALTER@MOORPARKCA.GOV	EMAIL: AWALTER@MOORPARKCA.GOV
JOB LOCATION: Tierra Rejada Rd. from Southampton Rd to Countrywood Dr.	
JOB DESCRIPTION: 553 trees 24" box (no root barrier).	

QTY	DESCRIPTION	U/M	U/P	TOTAL
185	Phase #1 - Planting 24" Trees Non-Specialty	Each	\$245.00	\$45,325.00
185	Phase #2 - Planting 24" Trees Non-Specialty	Each	\$245.00	\$45,325.00
183	Phase #3 - Planting 24" Trees Non-Specialty	Each	\$245.00	\$44,835.00

GRAND TOTAL: \$135,485.00

COMMENTS: all new trees are non-specialty and will be plant with no barrier. Planting project to be scheduled on 3 phases 185 at the time. Tree Nursery Stock Selection shall follow the ANSI Z60.1 Standard(s). Planted Tree Warranty 90 days after acceptance. Tree Planting and Tree Staking is per the City Of Moorpark Landscape Design Standards and Guidelines, Detail Plate 1-1 and 1-3. Prices will be adjusted if planting prices change within the year on Phase 2 & 3. Prices will be adjusted accordingly. Tree planting will be in three (3) phases over a 3 year period or at City's discretion.	
ESTIMATED BY: LORENZO PEREZ	Date: 4/8/2015
ACCEPTED BY:	Date:

ATTACHMENT 9

RESOLUTION NO. 2016-_____

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2015/16 BUDGET BY APPROPRIATING \$97,543 FROM THE GENERAL FUND (1000) AND \$60,506.00 FROM THE 84-2 STEEPLE HILL T2865 FUND (2302) TO FUND LANDSCAPE AND ARCHITECTURAL SERVICES FOR THE TIERRA REJADA ROAD STREETScape PROJECT (CIP 7901)

WHEREAS, on February 4, 2015 City Council adopted Resolution No. 2015-3361 which approved an aggregate budget amendment of \$27,900 from the General Fund (1000) - \$20,925 and from the 84-2 Steeple Hill T2865 Fund (2302) - \$6,975; to obtain landscape architectural services for the renovation of Tierra Rejada Road Streetscape Project (CIP 7901), between the Arroyo Simi and Spring Road; and

WHEREAS, on June 17, 2015 the City Council by Resolution No. 2015-3408 approved the City of Moorpark Operating and Capital Improvement Budget for fiscal year 2015/16 per, which included an additional \$90,000 for CIP 7901; and

WHEREAS, on March 16, 2016 a staff report was presented to the City Council requesting approval of the conceptual plan for the renovation of Tierra Rejada Road between the Arroyo Simi and Spring Road, authorization for Amendment No. 2 to Architerra, Inc.'s agreement for preparation of construction drawings, authorization for Amendment No. 1 to Mariposa Landscapes, Inc.'s agreement for tree removal services, and authorization for an agreement with West Coast Arborists, Inc. for tree planting services; and

WHEREAS, on February 23, 2016 the Finance Department completed the budget adjustments to reflect the continuing appropriations after the final accounting of projects costs from FY 2014/15, and the adjusted budget for FY 2015/16 for CIP 7901 is \$109,198, of which \$83,976 is available to cover the proposed work; and

WHEREAS, an additional \$158,049 is required to fully finance the current year design and installation and a budget amendment of \$97,543 from the General Fund (1000) and \$60,506 from 84-2 Steeple Hill T2865 Fund (2302) is requested; and

WHEREAS, Exhibit "A", attached hereto and made a part hereof, describes said budget amendment and the resultant impact to the budget line items.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. A budget amendment in the amount of \$97,543 from the General Fund (1000) and \$60,506 from the 84-2 Steeple Hill T2865 Fund (2302) as more particularly described in Exhibit "A", attached hereto, is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 16th day of March, 2016.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Exhibit A – Budget Amendment

ATTACHMENT 9

EXHIBIT A

BUDGET AMENDMENT FOR

**General Fund (1000) and 84-2 Steeple Hill T2865 Fund (2302) for landscape architectural services and tree planting and removal services for the landscape renovation of Tierra Rejada Road
2015/16**

FUND ALLOCATION FROM:

Fund	Account Number	Amount
General Fund	1000-5500	\$ 97,543.00
84-2 Steeple Hill T2865 Fund	2302-5500	\$ 60,506.00
Total		\$ 158,049.00

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

Account Number	FY15/16 Current Budget	Amendment	FY 15/16 Adjusted Budget
1000-7900-7901-9601	\$11,777.50	\$58,870.00	\$70,647.50
2302-7900-7901-9601	\$6,602.87	\$19,623.00	\$26,225.87
1000-7900-7901-9613	\$90,818.00	\$38,673.00	\$129,491.00
2302-7900-7901-9613	\$0.00	\$40,883.00	\$40,883.00
Total	\$109,198.37	\$158,049.00	\$267,247.37

Approved as to Form: 